



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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December 4, 2003

IN REPLY PLEASE
REFER TO FILE: PD-6

The Honorable Board of Supervisors
County of Los Angeles
380 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LAS VIRGENES ROAD MEDIANS
MAINTENANCE AGREEMENT
CITY OF CALABASAS
SUPERVISORIAL DISTRICT 3
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1 Consider the Notice of Exemption for the Las Virgenes Road Median project, filed with the County Clerk on October 23, 1998, by the City of Calabasas; concur that the project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chairman to sign the enclosed agreement with the City of Calabasas. The agreement provides for the City of Calabasas to construct and maintain the proposed raised landscape median improvements at no cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Calabasas proposes to construct raised landscaped median improvements on Las Virgenes Road from Rondell Street to Parkmor Road, a portion of which is located in the unincorporated County. This agreement provides for the City of Calabasas to construct and maintain the landscaped medians in the unincorporated County at City expense.

Implementation of Strategic Plan Goals

The construction and maintenance agreement with the City of Calabasas for the raised landscaped median improvements on Las Virgenes Road is consistent with the County's Strategic Plan Goal of Fiscal Responsibility as it provides for this work at no cost to the County.

FISCAL IMPACT/FINANCING

Your Board's approval of the enclosed agreement will result in no fiscal impact on the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreement was reviewed and approved as to form by County Counsel. This agreement was executed by the City of Calabasas on July 23, 2003.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Calabasas is the lead agency for this project.

The Notice of Exemption for the Las Virgenes Road Median project was prepared by the City of Calabasas and filed with the County Clerk on October 23, 1998. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services or projects resulting from this action.

The Honorable Board of Supervisors
December 4, 2003
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CONCLUSION

Enclosed are two copies of the Cooperative Agreement to be signed by the Chairman. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted

JAMES A. NOYES
Director of Public Works

RY:cr

C040825

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF CALABASAS, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY proposes to construct raised landscaped medians on Las Virgenes Road between Rondell Street and Parkmor Road, hereinafter referred to as "PROJECT"; and

WHEREAS, portions of the PROJECT are located within the unincorporated area of COUNTY; and

WHEREAS, "MAINTENANCE OF PROJECT" shall include repairing, replacing, or cleaning concrete curb, gutter, drainage structures, irrigation system, landscaping, and providing electrical energy and water.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES

- a. To provided MAINTENANCE OF PROJECT at CITY expense.

(2) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- b. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Charles Mink
Director of Public Works/City Engineer
City of Calabasas
26135 Mureau Road
Calabsas, CA 91302-3172

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

- c. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- d. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- e. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32064 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF CALABASAS on July 23, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Franklin E. Scott
Deputy

CITY OF CALABASAS

By James R. Bongioanni
Mayor

ATTEST:

By [Signature]
Deputy City Clerk

APPROVED AS TO FORM:

By Paul Tenzian
City Attorney